

Releasable

Date: 10/23/09, 11/20/09

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# HUDSON INSURANCE COMPANY

WILMINGTON, DELAWARE  
DECLARATIONS

CESS <b>UMBRELLA</b> LIABILITY POLICY		POLICY NUMBER <b>HC 00207</b>	PREVIOUS POLICY NUMBER <b>NEW</b>
ITEM 1	NAMED INSURED AND ADDRESS <b>MONSANTO COMPANY 800 NO. LINDBERGH BLVD. ST. LOUIS, MISSOURI 63166</b>		<div style="border: 2px solid black; padding: 5px; text-align: center;"> <b>THOMAS E. SEARS, INC.</b>  <b>INSURANCE - REINSURANCE</b>  <small>JOHN HANCOCK TOWER 100 CLARENSON STREET BOSTON, MASS. 02116</small> </div>
THE NAMED INSURED IS <input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP			
ITEM 2	POLICY PERIOD FROM <b>4/1/82</b> TO <b>4/1/83</b> <small>(MO./DY./YR.) (MO./DY./YR.)</small> <small>12 01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED</small>		
ITEM 3	LIMITS OF LIABILITY <b>\$5,000,000 PART OF \$20,000,000 EACH OCCURRENCE AND ANNUAL AGGREGATE WHERE APPLICABLE</b>		
ITEM 4	<b>\$80,000,000 EACH OCCURRENCE AND ANNUAL AGGREGATE WHERE APPLICABLE (UMBRELLA) EXCESS OF PRIMARY INSURANCE AND SELF-INSURED RETENTION</b>		
ITEM 5 SCHEDULE OF UNDERLYING INSURANCE			
INSURER, POLICY NUMBER, PERIOD		TYPE OF COVERAGE	LIMITS OF LIABILITY
UNDERLYING INSURANCE AS SHOWN IN SCHEDULE OF FIRST UMBRELLA LIABILITY POLICY		VARIOUS AS SHOWN IN SCHEDULE OF FIRST UMBRELLA LIABILITY POLICY	AS INDICATED IN SCHEDULE OF FIRST UMBRELLA LIABILITY POLICY
VARIOUS LONDON COMPANIES SD5023/UMA0223 * 4/1/81-82		FIRST UMBRELLA	\$5,000,000 EACH OCCURRENCE AND ANNUAL AGGREGATE WHERE APPLICABLE EXCESS OF PRIMARY INSURANCE AND SELF-INSURED RETENTION
VARIOUS COMPANIES WRITING SEPARATE POLICIES		EXCESS UMBRELLA	\$75,000,000 EACH OCCURRENCE AND ANNUAL AGGREGATE WHERE APPLICABLE EXCESS OF LONDON UMBRELLA
* DESIGNATED UNDERLYING POLICY			
ITEM 6. PREMIUM COMPUTATION			
<input checked="" type="checkbox"/> FLAT CHARGE		ANNUAL PREMIUM	
<input type="checkbox"/> SUBJECT TO ANNUAL AUDIT		\$ 11,000	
RATE AND RATING BASE		ANNUAL DEPOSIT PREMIUM	ANNUAL MINIMUM PREMIUM
ENDORSEMENTS (IDENTIFY BY NUMBER)			
1, 2			

FORM NO. HC 2008 (12 80)

DATE **APRIL 19, 1982**  
(MO., DY., YR.)

COUNTERSIGNED BY

*Patrick J. L. Kell*  
 AUTHORIZED REPRESENTATIVE

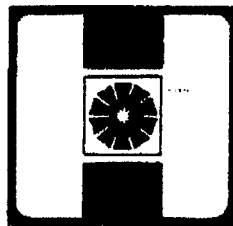
MONS 157756



## **HUDSON INSURANCE COMPANY**

Wilmington, Delaware

(A Stock Insurance Company, Herein Called Hudson)



## **EXCESS LIABILITY POLICY**

**MONS 157757**



## EXCESS LIABILITY POLICY

### INSURING AGREEMENT

As consideration of the payment of the premium, Hudson agrees, in reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, to indemnify the Named Insured for all sums which the Insured shall be legally obligated to pay because of loss resulting from any occurrence insured by the terms and conditions of the Policy stated in item 5 of the Declarations, in the Designated Underlying Policy

The provisions of the Designated Underlying Policy stated in item 5 of the Declarations are included as part of this policy except for 1) any obligation to investigate and defend and for costs and expenses incident to the same, 2) the amount of the Limit of Liability 3) any "other insurance" provision and 4) any other provisions which are inconsistent with the provisions of this policy

### LIMIT OF LIABILITY

Hudson shall be liable for the Limit of Liability stated in Item 3 of the Declarations which is in excess of the Total Underlying Insurance Limit of Liability stated in Item 4 of the Declarations provided that Hudson's liability shall be limited to the amount stated in Item 3 as applicable to "each occurrence," "each person" or "each claim," and further limited to the amount stated in Item 3 as "aggregate" with respect to each annual period while this policy is in force.

Liability of Hudson under this policy shall not attach unless and until the Insured or the Insured's Underlying Insurance has paid or has been held liable to pay the Total Underlying Insurance Limit of Liability, as stated in Item 4 of the Declarations.

### MAINTENANCE OF UNDERLYING INSURANCE

It is a condition of this policy that the policy or policies referred to in Declaration 5, and any renewal or replacement thereof not more restrictive, shall be maintained in full effect during the currency of this Policy without alteration of terms or conditions except for any reduction or exhaustion of the aggregate limit contained therein solely by reason of losses arising out of occurrences that take place during the period of this policy. Failure of the insured to comply with the foregoing shall not invalidate this Policy, but in the event of such failure Hudson shall be liable hereunder only to the extent that it would have been liable had the Insured complied therewith.

### AGGREGATE POLICY PERIOD

If the period of the Underlying Insurance is not concurrent with the policy period of this policy, it is agreed that for the purpose of determining Hudson's liability for loss excess of aggregate limits of the Underlying Insurance, only loss or losses which take place during the term of this policy shall be included.

### NOTICE OF LOSS

Written notice of any loss which appears likely to involve this policy shall be given by or on behalf of the Insured to Hudson as soon as practicable, containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances of the loss.

### SETTLEMENT AND DEFENSE

Anything in the Underlying Insurance to the contrary notwithstanding, Hudson shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured. Hudson, at its option but not being required to, shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve Hudson, in which event the Insured and Hudson shall cooperate in all things in the defense or control of such claim, suit or proceeding. In the event costs are incurred by Hudson with respect to such claim, suit or proceeding, Hudson shall pay its incurred costs plus expenses incurred by the Insured with Hudson's approval.

### SUBROGATION

In the event of any payment under this policy, Hudson may participate with the Insured in the exercise of all the Insured's rights of recovery against any person or organization liable therefor.

### CANCELLATION

This policy may be cancelled by the Insured by mailing to Hudson written notice stating when thereafter the cancellation shall be effective. Hudson may cancel this policy by mailing to the Insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. Hudson is required to give only ten days notice of cancellation in the case of non-payment of premiums. The mailing of notice as aforesaid shall be sufficient proof of notice.

If the Insured cancels this policy, earned premium shall be computed in accordance with the customary short rate table and procedure. If Hudson cancels this policy, earned premiums shall be computed on a pro-rata basis.

### DEFINITIONS

When used in this policy (including endorsements forming a part thereof):

"Loss" means the sum paid or payable in settlement of claims for which the Insured is liable after making deductions for all recoveries, salvages, and other insurance (other than recoveries under the policy of underlying insurance whether recoverable or not), and shall exclude all expenses and "costs."

MONS 157758



"Underlying Insurance" means the total limits of all insurance and/or any self-insured retentions above which this policy applies.

"Insured" means the Insured named in the Declarations, any Insured under the Underlying Policy and any additional Insured added to this policy by endorsement attached hereto.

"Costs" means interest on judgments, investigations, adjustments and legal expenses excluding all expenses for salaried employees of the Insured or any of the Underlying Insurer's permanent employees.

#### 10. EXCLUSION OF NUCLEAR ENERGY LIABILITY

The following exclusion applies in addition to those stated as applicable in the Primary Insurance.

##### 1 To personal injury or property damage

(a) with respect to which an Insured under the policy is also an Insured under a Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability;

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.

(c) Resulting from the hazardous properties of nuclear material, if

(1) the nuclear material (a) is at any nuclear facility owned by, or on behalf of, an Insured or (b) has been discharged or dispersed therefrom;

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or

(3) the personal injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility but if such facility is located within the United States of America, its territories, or possessions of Canada, this exclusion (c) applies only to property damage to such facility and any property thereat.

As used in this exclusion

"Hazardous Properties" include radioactive, toxic or explosive properties.

"Nuclear Material" means source material, special material or byproducts material;

"Source Material" "Special Nuclear Material," and "Byproduct Material" have the meanings given them in any law amendatory thereof;

"Waste" means any waste material (1) containing by product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof.

"Nuclear Facility" means

(a) any nuclear reactor.

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.

(c) any equipment or device for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(d) any structure, basin excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on each site and all premises for such operations;

"Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radio-active contamination of property.

IN WITNESS WHEREOF, Hudson has caused this policy to be signed by its Secretary and its President at Wilmington, Delaware, and countersigned on the Declarations page by an authorized agent of Hudson.



Vice President, General Counsel  
and Corporate Secretary



President

MONS 157759





# HUDSON INSURANCE COMPANY

WILMINGTON, DELAWARE

## ENDORSEMENT

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS, AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN OR AS MAY BE ADDED TO THE FIRST LAYER OF COVER NOTE NO. SD 5023 OF VARIOUS COMPANIES.

THIS ENDORSEMENT IS EFFECTIVE APRIL 1, 19 82 ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

NAMED INSURED

MONSANTO COMPANY

POLICY NUMBER

HC00207

ENDORSEMENT NUMBER

3

DATE OF ISSUE

MAY 17, 1982

FORM NO. HC 2010 (12/80)

BY

*Patrick J. McKell*

AUTHORIZED REPRESENTATIVE

MONS 157760



# HUDSON INSURANCE COMPANY

WILMINGTON, DELAWARE

## ENDORSEMENT

### AMENDMENT OF CANCELLATION CONDITION

IT IS AGREED THAT CONDITION NO. 10, CANCELLATION, IS AMENDED TO READ  
60 DAYS NOTICE BY HUDSON.

IF CANCELLATION IS FOR REASON OF NON-PAYMENT OF PREMIUM, NOTICE WILL  
REMAIN 30 DAYS.

THIS ENDORSEMENT IS EFFECTIVE APRIL 1 1982 ALL OTHER TERMS AND CONDITIONS OF THE POLICY  
REMAIN UNCHANGED

INSURED

MONSANTO COMPANY

NUMBER

HC00207

— POLICY NO. —

ENDORSEMENT NUMBER

2

APRIL 19, 1982

*Patrick J. McKel*

MONS 157761



# HUDSON INSURANCE COMPANY

WILMINGTON, DELAWARE

## ENDORSEMENT

### SERVICE OF SUIT CLAUSE

SERVICE OF SUIT: IT IS AGREED THAT IN THE EVENT OF THE FAILURE OF THE COMPANY HEREON TO PAY ANY AMOUNT CLAIMED TO BE DUE HEREUNDER, THE COMPANY HEREON, AT THE REQUEST OF THE NAMED INSURED WILL SUBMIT TO THE JURISDICTION OF ANY COURT OF COMPETENT JURISDICTION WITHIN THE UNITED STATES AND WILL COMPLY WITH ALL REQUIREMENTS NECESSARY TO GIVE SUCH COURT JURISDICTION AND ALL MATTERS ARISING HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAW AND PRACTICE OF SUCH COURT. IT IS FURTHER AGREED THAT SERVICE OF PROCESS IN SUCH SUIT MAY BE MADE UPON HUDSON INSURANCE COMPANY, 280 PARK AVENUE, NEW YORK, NEW YORK 10017, AND THAT IN ANY SUIT INSTITUTED AGAINST THEM UPON THIS CONTRACT, THE COMPANY WILL ABIDE BY THE FINAL DECISION OF SUCH COURT OR OF ANY APPELLATE COURT IN THE EVENT OF AN APPEAL.

THE ABOVE NAMED ARE AUTHORIZED AND DIRECTED TO ACCEPT SERVICES OF PROCESS ON BEHALF OF THE COMPANY IN ANY SUIT AND/OR UPON THE REQUEST OF THE NAMED INSURED THAT THEY WILL ENTER A GENERAL APPEARANCE UPON THE COMPANY'S BEHALF IN THE EVENT SUCH A SUIT SHALL BE INSTITUTED.

FURTHER, PURSUANT TO ANY STATUTE OF ANY STATE, TERRITORY, OR DISTRICT OF THE UNITED STATES WHICH MAKES PROVISION THEREFOR, THE COMPANY HEREON DESIGNATES THE SUPERINTENDENT, COMMISSIONER OR DIRECTOR OF INSURANCE OR OTHER OFFICER SPECIFIED FOR THAT PURPOSE IN THE STATUTE, OR HIS SUCCESSOR OR SUCCESSORS IN OFFICE, AS THEIR TRUE AND LAWFUL ATTORNEY, UPON WHOM MAY BE SERVICED ANY LAWFUL PROCESS IN ANY ACTION, SUIT OR PROCEEDING INSTITUTED BY OR ON BEHALF OF THE NAMED INSURED OR ANY BENEFICIARY HEREUNDER ARISING OUT OF THIS CONTRACT OF INSURANCE, AND HEREBY DESIGNATES THE ABOVE NAMED AS THE PERSON TO WHOM THE SAID OFFICER IS AUTHORIZED TO MAIL SUCH PROCESS OR TO A TRUE COPY THEREOF.

THIS ENDORSEMENT IS EFFECTIVE APRIL 1, 19 82 ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

#### NAMED INSURED

MONSANTO COMPANY

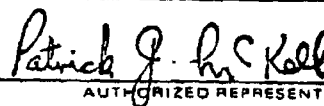
POLICY NUMBER  
HC00207

ENDORSEMENT NUMBER  
1

DATE OF ISSUE  
APRIL 19, 1982

FORM NO. HC 2010 (12/80)

BY



AUTHORIZED REPRESENTATIVE

MONS 157762





# HUDSON INSURANCE COMPANY

WILMINGTON, DELAWARE

## DECLARATIONS

EXCESS <b>UMBRELLA</b> LIABILITY POLICY		POLICY NUMBER <b>HC00863</b>	PREVIOUS POLICY NUMBER <b>HC00207</b>
ITEM 1.	NAMED INSURED AND ADDRESS <b>MONSANTO COMPANY</b> <b>800 NORTH LINDBERGH BOULEVARD</b> <b>ST. LOUIS, MISSOURI 63166</b>		<b>THOMAS E. SEARS, INC.</b> <b>INSURANCE - REINSURANCE</b> JOHN HANCOCK TOWER 500 CLARENDON STREET BOSTON, MASS. 02116
THE NAMED INSURED IS <input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP			
ITEM 2.	POLICY PERIOD FROM <b>4/1/83</b> TO <b>4/1/84</b> <small>(MO./DY./YR.) (MO./DY./YR.)</small> 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED		
ITEM 3.	LIMITS OF LIABILITY <b>\$2,000,000 PART OF \$20,000,000</b>		
ITEM 4.	TOTAL UNDERLYING LIMIT OF LIABILITY: \$80,000,000 EACH OCCURRENCE AND ANNUAL AGGREGATE WHERE APPLICABLE (UMBRELLA) EXCESS OF PRIMARY UNDERLYING INSURANCE OR SELF INSURED RETENTION		
ITEM 5. SCHEDULE OF UNDERLYING INSURANCE			
INSURER, POLICY NUMBER, PERIOD		TYPE OF COVERAGE	LIMITS OF LIABILITY
UNDERLYING INSURANCE AS SHOWN IN SCHEDULE OF FIRST UMBRELLA LIABILITY POLICY  VARIOUS LONDON COMPANIES POLICY NO. SD8019(C)/UQAO065* 4/1/83-84  VARIOUS COMPANIES WRITING SEPARATE POLICIES		VARIOUS AS SHOWN IN SCHEDULE OF FIRST UMBRELLA POLICY  FIRST UMBRELLA LIABILITY POLICY  EXCESS UMBRELLA LIABILITY	AS INDICATED IN SCHEDULE OF FIRST UMBRELLA POLICY  \$5,000,000  \$75,000,000 EXCESS OF \$5,000,000
*DESIGNATED UNDERLYING POLICY			
ITEM 6. PREMIUM COMPUTATION			
<input checked="" type="checkbox"/> FLAT CHARGE <input type="checkbox"/> SUBJECT TO ANNUAL AUDIT		ANNUAL PREMIUM	
RATE AND RATING BASE		ANNUAL DEPOSIT PREMIUM	ANNUAL MINIMUM PREMIUM
		\$ 4,400	
ITEM 7. ENDORSEMENTS (IDENTIFY BY NUMBER)			
SERVICE OF SUIT FF WORDING HEC 1023			

FORM NO. HC 2008 (12/80)

DATE **JUNE 29, 1983**  
(MO./DY./YR.)

COUNTERSIGNED BY

*Patrick J. McCall*  
 AUTHORIZED REPRESENTATIVE

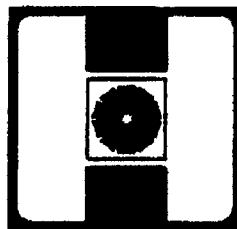
MONS 158219



# **HUDSON INSURANCE COMPANY**

Wilmington, Delaware

(A Stock Insurance Company, Herein Called Hudson)



## **EXCESS LIABILITY POLICY**

**MONS 158220**



## EXCESS LIABILITY POLICY

### 1. INSURING AGREEMENT

In consideration of the payment of the premium, Hudson hereby agrees, in reliance upon the statements in the declarations, is made a part hereof and subject to all of the terms of this policy, to indemnify the Named Insured for all sums which the Insured shall be legally obligated to pay because of Loss resulting from any occurrence insured by the terms and provisions of the Policy stated in item 5 of the Declarations, as the Designated Underlying Policy.

The provisions of the Designated Underlying Policy stated in Item 5 of the Declarations are included as part of this policy except for 1) any obligation to investigate and defend and for costs and expenses incident to the same, 2) the amount of the limits of liability 3) any "other insurance" provision and 4) any other provisions which are inconsistent with the provisions of this policy.

### 2. LIMIT OF LIABILITY

Hudson shall be liable for the Limit of Liability stated in Item 3 of the Declarations which is in excess of the Total Underlying Insurance Limit of Liability stated in Item 4 of the Declarations, provided that Hudson's liability shall be limited to the amount stated in Item 3 as applicable to "each occurrence," "each person" or "each claim," and further limited to the amount stated in Item 3 as "aggregate" with respect to each annual period while this policy is in force.

Liability of Hudson under this policy shall not attach unless a until the Insured or the Insured's Underlying Insurance has paid or has been held liable to pay the Total Underlying Insurance Limit of Liability, as stated in Item 4 of the Declarations.

### 3. MAINTENANCE OF UNDERLYING INSURANCE

It is a condition of this policy that the policy or policies referred to in Declaration 5, and any renewal or replacement thereof not more restrictive, shall be maintained in full effect during the currency of this Policy without alteration of terms or conditions except for any reduction or exhaustion of the aggregate limit contained therein solely by reason of losses arising out of occurrences that take place during the period of this policy. Failure of the Insured to comply with the foregoing shall not invalidate this Policy, but in the event of such failure Hudson shall be liable hereunder only to the extent that it would have been liable had the Insured complied therewith.

### 4. AGGREGATE POLICY PERIOD

If the period of the Underlying Insurance is not concurrent with the policy period of this policy, it is agreed that for the purpose of determining Hudson's liability for loss excess of the aggregate limits of the Underlying Insurance, only loss or losses which take place during the term of this policy shall be included.

### 5. NOTICE OF LOSS

Written notice of any loss which appears likely to involve this policy shall be given by or on behalf of the Insured to Hudson as soon as practicable, containing particulars sufficient to identify the Insured and also reasonably obtainable information with respect to the time, place and circumstances of the loss.

### 6. SETTLEMENT AND DEFENSE

Anything in the Underlying Insurance to the contrary notwithstanding, Hudson shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured. Hudson, at its option but not being required to, shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve Hudson, in which event the Insured and Hudson shall cooperate in all things in the defense or control of such claim, suit or proceeding. In the event costs are incurred by Hudson with respect to such claim, suit or proceeding, Hudson shall pay its incurred costs plus expenses incurred by the Insured with Hudson's approval.

### 7. SUBROGATION

In the event of any payment under this policy, Hudson may participate with the Insured in the exercise of all the Insured's rights of recovery against any person or organization liable therefor.

### 8. CANCELLATION

This policy may be cancelled by the Insured by mailing to Hudson written notice stating when thereafter the cancellation shall be effective. Hudson may cancel this policy by mailing to the Insured at the address shown in this policy written notice stating when not less than thirty days thereafter such cancellation shall be effective. Hudson is required to give only ten days notice of cancellation in the case of non-payment of premiums. The mailing of notice as aforesaid shall be sufficient proof of notice.

If the Insured cancels this policy, earned premium shall be computed in accordance with the customary short rate table and procedure. If Hudson cancels this policy, earned premiums shall be computed on a pro-rata basis.

### 9. DEFINITIONS

When used in this policy (including endorsements forming a part thereof):

"Loss" means the sum paid or payable in settlement of claims for which the Insured is liable after making deductions for all recoveries, salvages, and other insurance (other than recoveries under the policy of underlying insurance whether recoverable or not), and shall exclude all expenses and "costs."

MONS 158221



"Underlying Insurance" means the total limits of all insurance and/or any self-insured retentions above which this policy applies.

"Insured" means the Insured named in the Declarations, any Insured under the Underlying Policy and any additional Insured added to this policy by endorsement attached hereto.

"Costs" means interest on judgments, investigations, adjustments and legal expenses excluding all expenses for salaried employees of the Insured or any of the Underlying Insurer's permanent employees.

#### 10. EXCLUSION OF NUCLEAR ENERGY LIABILITY

The following exclusion applies in addition to those stated as applicable in the Primary Insurance.

##### 1. To personal injury or property damage

- (a) with respect to which an Insured under the policy is also an Insured under a Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability;
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.
- (c) Resulting from the hazardous properties of nuclear material, if
  - (1) the nuclear material (a) is at any nuclear facility owned by, or on behalf of, an Insured or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
  - (3) the personal injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility but if such facility is located within the United States of America, its territories, or possessions of Canada, this exclusion (c) applies only to property damage to such facility and any property thereat.



Vice President, General Counsel  
and Corporate Secretary

As used in this exclusion:

"Hazardous Properties" include radioactive, toxic or explosive properties.

"Nuclear Material" means source material, special material or byproducts material;

"Source Material" "Special Nuclear Material," and "Byproduct Material" have the meanings given them in any law amendatory thereof;

"Waste" means any waste material (1) containing by product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof.

"Nuclear Facility" means


- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste.
- (c) any equipment or device for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on each site and all premises for such operations;

"Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radio-active contamination of property.

IN WITNESS WHEREOF, Hudson has caused this policy to be signed by its Secretary and its President at New York, New York, and countersigned on the Declarations page by an authorized agent of Hudson.



President

MONS 158222





# HUDSON INSURANCE COMPANY

WILMINGTON, DELAWARE

## ENDORSEMENT

### AMENDATORY ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT DECLARATION NO. 1  
SHALL INCLUDE THE FOLLOWING AS NAMED INSUREDS:

- A) NATIONAL ADHESIVES CORPORATION OF DELAWARE, U.S.A., WITH BRANCH OFFICE  
AT RUE DUCALE 31-1000 BRUSSELS.
- B) DELFT NATIONAL CHEMIE B.V., HOORNWERK 45-75201 G.S., ZUTPHEN, NETHERLANDS.

THIS ENDORSEMENT IS EFFECTIVE APRIL 1, 19 83 ALL OTHER TERMS AND CONDITIONS OF THIS POLICY  
REMAIN UNCHANGED.

NAMED INSURED

MONSANTO COMPANY

CY NUMBER

HC 00863

ENDORSEMENT NUMBER

4

DATE OF ISSUE

SEPTEMBER 12, 1983

FORM NO. HC 2010 (12/80)

*[Signature]*  
2- *[Signature]*  
MONS 150223



**HUDSON INSURANCE COMPANY**

WILMINGTON, DELAWARE

**ENDORSEMENT****SERVICE OF SUIT CLAUSE**

SERVICE OF SUIT: PURSUANT TO THE APPLICABLE STATUTE OF THE STATE IN WHICH THIS CONTRACT IS ISSUED OR DELIVERED, THE COMPANY ("HUDSON", THE "INSURER" AS THE CASE MAY BE) HEREBY IRREVOCABLY APPOINTS THE COMMISSIONER, SUPERINTENDENT OR DIRECTOR OF INSURANCE OF SUCH STATE AS THE COMPANY'S AGENT TO RECEIVE SERVICE OF PROCESS ISSUING UPON ANY CAUSE OF ACTION, CLAIM OR PROCEEDING ARISING UNDER OR OUT OF THIS CONTRACT AND SUCH SERVICE SHALL BE DEEMED LAWFUL PERSONAL SERVICE UPON THE COMPANY.

THE COMPANY HEREBY DESIGNATES, AS THE PERSON TO WHOM THE COMMISSIONER, SUPERINTENDENT OR DIRECTOR SHALL MAIL SUCH PROCESS THE GENERAL COUNSEL, HUDSON INSURANCE COMPANY, 280 PARK AVENUE, NEW YORK, NEW YORK 10017.

THIS ENDORSEMENT IS EFFECTIVE \_\_\_\_\_, 19\_\_\_\_ ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

NAMED INSURED

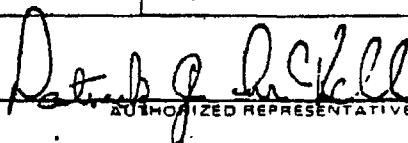
PC Y NUMBER

ENDORSEMENT NUMBER

DATE OF ISSUE

FORM NO. HC 2010 (12/80)

BY

  
AUTHORIZED REPRESENTATIVE

**MONS 158224**





# HUDSON INSURANCE COMPANY

WILMINGTON, DELAWARE

## ENDORSEMENT

### AMENDMENT OF CANCELLATION CONDITION

IT IS AGREED THAT CONDITION NO. 8, CANCELLATION, IS AMENDED TO READ  
60 DAYS NOTICE BY HUDSON.

IF CANCELLATION IS FOR REASON OF NON PAYMENT OF PREMIUM, NOTICE WILL  
REMAIN 30 DAYS.

THIS ENDORSEMENT IS EFFECTIVE \_\_\_\_\_, 19\_\_\_\_ ALL OTHER TERMS AND CONDITIONS OF THIS POLICY  
REMAIN UNCHANGED.

NAMED INSURED

POLICY NUMBER

ENDORSEMENT NUMBER

DATE OF ISSUE

FORM NO. HC 2010 (12-80)

HEC 1023

BY

*Patrick J. McCall*  
AUTHORIZED REPRESENTATIVE

MONS 158225





# HUDSON INSURANCE COMPANY

WILMINGTON, DELAWARE

## ENDORSEMENT

### FOLLOW FORM WORDING ENDORSEMENT

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS, AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN OR AS MAY BE ADDED TO THE FIRST LAYER OF COVER NOTE NO. SD8019 OF VARIOUS COMPANIES.

THIS ENDORSEMENT IS EFFECTIVE \_\_\_\_\_, 19\_\_\_\_ ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

NAMED INSURED \_\_\_\_\_

POLICY NUMBER \_\_\_\_\_

ENDORSEMENT NUMBER \_\_\_\_\_

DATE OF ISSUE \_\_\_\_\_

FORM NO. HC 2010 (12.80)

3.

*Patrick J. McKell*  
AUTHORIZED REPRESENTATIVE

MONS 158226